

RETURN RECORDED DOCUMENT TO:

Service Resources

One Premier Plaza

5605 Glenridge Drive Suite 870

Atlanta, Georgia 30342

RIGHT OF WAY AND EASEMENT AGREEMENT

For and in the sum of Ten Dollars (\$10.00), and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the undersigned, herein called Grantor (whether one or more), hereby grants, sells, conveys, and warrants unto Level 3, a Delaware LLC corporation operating as a specialized communications common carrier and telephone public utility, whose mailing address is 14023 Denver W. Parkway, Golden, Colorado, 80401, its successors and assigns, herein called Grantee, a perpetual easement and right of way (hereinafter, together with the rights and privileges herein granted, the "Easement"), together with all improvements located thereon, with a width and centerline as indicated below, to locate, survey, construct, maintain, inspect, operate, protect, repair, alter, replace, change the size of, relocate, establish, lay, install, test, substitute, renew, reconstruct, restore, abandon, and remove underground communications system(s) together with necessary underground conduits, cables, wires, underground splicing boxes, and any other appurtenances thereto, at any time or times for the transmission of data or communications (including, without limitation, pipeline data) for and by others upon and along a route or routes to be selected by Grantee, on, in, over, under, through, and across the following described land (the "Property") located in the County of Shelby, State of Alabama, to wit:

123.0 acres of land lying in Section 16, Township 20 S, Range 2 W, in Shelby County, AL.; as described in the Warranty Deed dated September 20, 1994, recorded under Volume 1994, Page 00029305, dated September 27, 1994, in Register of Deeds of Shelby County, Alabama.

together with the right of ingress and egress to, from, and along the Easement and the right to use gates and existing roads for the aforesaid purposes (Grantee shall and does hereby agree to restore any damage to such lands, gates, or roads caused by its use thereof) and together with a temporary easement to provide work space along and adjacent to the Easement as Grantee, in its sole discretion, may deem necessary from time-to-time.

The communications system(s) shall be installed across the Property within, and the temporary easement shall be limited to, the area of the Property on either side of the 10-inch pipeline owned by Plantation Pipe Line Company, as such pipeline is located as of the date of this instrument. The Easement shall be located either inside of or along Plantation Pipe Line Company's pipeline and extend for five feet on each side of such pipeline.

Grantee shall restore the surface of the Easement and temporary easement as nearly as reasonably practical to its original grade and level after performing any construction or other work that disturbs the surface. Grantee shall cause reasonable payment to be made for actual damages to crops, timber, and improvements of Grantor directly resulting from the exercise, now or in the future, of the rights herein granted; provided, however, that Grantee may elect, at Grantee's sole option, to restore crops, timber, or improvements to the pre-existing or equivalent or better condition ~~(to replace fencing with gates)~~ in lieu of paying damages; and provided further that after a communications system(s) has been constructed hereunder, Grantee shall not be liable for damages caused to trees, undergrowth, and brush removed from the Easement by Grantee.

All oil, gas, and other minerals are reserved to Grantor, provided that Grantor shall not use a method of extraction that interferes with or impairs in any way the exercise of Grantee's rights herein or the operation of Grantee's facilities. Grantor shall have the right to use and enjoy the above described premises except that Grantor shall not interfere with or impair or permit others to interfere with or impair in any way the exercise of the rights herein granted to Grantee or the operation of Grantee's facilities.

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Grantor shall not nor shall Grantor permit others to construct, create, or maintain any road, reservoir, excavation, obstruction, structure, building, or improvement of any kind, or change the land grade on, over, along, or across the area of the Easement without the prior written consent of Grantee (which shall not be unreasonably withheld). ~~Notwithstanding the foregoing, if the consent is obtained, Grantor assumes and shall defend, indemnify, and hold harmless Grantee from all costs, loss, damage, expense, including attorneys' fees, court costs, and other costs, of litigation or claims of any nature arising from any acts or conditions described in the preceding sentence.~~ PBF

No rights reserved to Grantor herein shall be deemed to expand rights reserved to Grantor under any other easement. No limitation herein on the rights of Grantee shall be deemed to limit rights heretofore granted by Grantor or its predecessors in interest under any other easement.

This instrument fully sets forth the terms and conditions of the Agreement. There are no oral or other written agreements between Grantor and Grantee that modify, alter, or amend this Agreement.

TO HAVE AND TO HOLD the Easement, temporary easement, rights and privileges unto Grantee, its successors and assigns forever, and Grantor hereby binds Grantor, Grantor's heirs, executors, administrators, successors, and assigns, to warrant and forever defend all and singular the Easement, temporary easement, and the property, rights, privileges, and interests above-described, unto Grantee, its successors and assigns, against every person whomsoever claiming or to claim the same or any part thereof.

GRANTOR: Double Mountain L. L. C.

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I, the undersigned authority a Notary Public in and for said County, in said State, hereby certify that Paul B. Shaw, Jr., whose names as Member, of Double Mountain L. L. C. is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such Member and with full authority, executed the same voluntarily.

Krist L. Russell
Notary Public

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